

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
LISA MARIE SNIDER

Lisa Marie Snider (Snider) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Snider's license as a real estate salesperson no. 2005026279 will be subject to discipline. Pursuant to § 536.060, RSMo 2000¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110 RSMo Supp. 2011. The MREC and Snider jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045 RSMo Supp. 2011.

Snider acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her, the right to appear and be represented by legal counsel, the right to have all charges proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing against her at the hearing, the right to present evidence on her behalf at the hearing, the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her, the

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

right to a ruling on questions of law by the Administrative Hearing Commission the right to a disciplinary hearing before the MREC at which time Snider may present evidence in mitigation of discipline the right to a claim for attorney fees and expenses and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC

Being aware of these rights provided to her by law Snider knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her

Snider acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline along with citations to law and/or regulations the MREC believes were violated Snider stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Snider's license as a real estate salesperson license no 2005026279 is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621 RSMo and Chapter 339 RSMo as amended

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Snider in Part II herein is based only on the agreement set out in Part I herein Snider understands that the MREC may take further disciplinary action against her based

on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered

I

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing the MREC and Snider herein jointly stipulate to the following

1 The MREC is an agency of the state of Missouri created and existing pursuant to § 339 120 RSMo Supp 2011 for the purpose of licensing real estate agents and brokers and of executing and enforcing the provisions of §§ 339 010 to 339 205 and §§ 339 710 to 339 855 RSMo as amended

2 Snider maintains a real estate salesperson license license no 2005026279 Snider s license was current at all times relevant to this action

3 Snider has maintained a real estate salesperson license from the State of Kansas since April 25 2005

4 On or about April 29 2004 the Shawnee Municipal Court City of Shawnee Kansas found Snider guilty of driving under the influence (DUI) in *City of Shawnee Kansas v Lisa Marie Snider* case no CN03004600 and assessed a fine and costs totaling \$590 00

5 On or about June 10 2004 the Shawnee Municipal Court City of Shawnee Kansas found Snider guilty of a DUI in *City of Shawnee Kansas v Lisa Marie Snider* case no CN03005314 and assessed a fine and costs totaling \$1 100 00

6 On or about December 17 2009 Snider pled guilty to a felony charge of DUI in Johnson County Kansas *State v Lisa Marie Snider* case no 09 CR 1349 On or about February 25 2010 Snider was sentenced to an underlying twelve months incarceration with 90 days of actual incarceration 12 months of probation under the supervision of Court Services and payment of a fine and fees totaling \$1 695 00 Snider was discharged from probation on or about April 19 2011

7 On or about May 27 2010 Snider filed an Application for Renewal of Kansas Real Estate Licensure with the Kansas Real Estate Commission

8 On or about September 13 2010 as a result of Snider s felony DUI conviction her failure to timely report her criminal history and her failure to report her criminal history on her original Kansas licensure application and two prior Kansas renewal applications the Kansas Real Estate Commission entered an order granting Snider s Kansas renewal application however suspending her real estate license indefinitely

9 On or about July 14 2011 the indefinite suspension of Snider s Kansas real estate license was lifted and her Kansas license was then restricted to the supervision of her supervising broker Terri McGowen for a period of one year

10 Snider s felony DUI conviction her failure to timely report her criminal history to the Kansas Real Estate Commission and her failure to report her criminal history on her original Kansas licensure application and two prior Kansas renewal

applications which led to the discipline of her Kansas real estate license provides cause for the MREC to discipline her Missouri real estate license pursuant to § 339 100 2(20) RSMo Supp 2011 because disciplinary action was taken against Snider upon grounds for which revocation suspension or probation is authorized in Missouri under § 339 100 2(10) (16) (18) (19) and (25) RSMo Supp 2011 which states

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts

* * *

(10) Obtaining a certificate or registration of authority permit or license for himself or herself or anyone else by false or fraudulent representation fraud or deceit

* * *

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339 040

* * *

(18) Been finally adjudicated and found guilty or entered a plea of guilty or nolo contendere in a criminal prosecution under the laws of this state or any other state or of the United States for any offense reasonably related to the qualifications functions or duties of any profession licensed or regulated under this chapter for any offense an essential element of which is fraud dishonesty or an act of violence or for any offense involving moral turpitude whether or not sentence is imposed

(19) Any other conduct which constitutes untrustworthy improper or fraudulent business dealings, demonstrates bad faith or incompetence misconduct or gross negligence

* * *

(25) Making any material misstatement misrepresentation or omission with regard to any application for licensure or license renewal As used in this section material means important information about which the commission should be informed and which may influence a licensing decision[]

11 Section 339.040.1 RSMo Supp. 2011 states

1 Licenses shall be granted only to persons who present and corporations associations partnerships limited partnerships limited liability companies and professional corporations whose officers managers associates general partners or members who actively participate in such entity's brokerage broker salesperson or salesperson business present, satisfactory proof to the commission that they

(1) Are persons of good moral character and

(2) Bear a good reputation for honesty integrity and fair dealing

(3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public -

12 Snider's felony DUI conviction her failure to timely report her criminal history to the Kansas Real Estate Commission and her failure to report her criminal history on her original Kansas licensure application and two prior Kansas renewal

applications shows a lack of good moral character and a bad reputation for honesty integrity and fair dealing

13 Based on Snider s conduct as stated above, cause exists to discipline her real estate salesperson license pursuant to § 339 100 2(16) (18) (19) and (20) RSMo Supp 2011 which states

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts

* * *

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339 040

* * *

(18) Been finally adjudicated and found guilty or entered a plea of guilty or nolo contendere in a criminal prosecution under the laws of this state or any other state or of the United States for any offense reasonably related to the qualifications functions or duties of any profession licensed or regulated under this chapter for any offense an essential element of which is fraud dishonesty or an act of violence or for any offense involving moral turpitude whether or not sentence is imposed[]

(19) Any other conduct which constitutes untrustworthy improper or fraudulent business dealings demonstrates bad faith or incompetence misconduct or gross negligence

(20) Disciplinary action against the holder of a license or other right to practice any profession regulated under sections

339 010 to 339 180 and sections 339 710 to 339 860* granted by another state territory federal agency or country upon grounds for which revocation suspension or probation is authorized in this state[]

II

Joint Agreed Disciplinary Order

Based on the foregoing the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536 060 RSMo and §§ 621 045 3 and 621 110 RSMo Supp 2011

1 **Snider's license is on probation** Snider s license as a real estate salesperson is hereby placed on PROBATION for a period of THREE (3) YEARS The period of probation shall constitute the disciplinary period During the disciplinary period Snider shall be entitled to practice as a real estate salesperson under Chapter 339 RSMo as amended, provided Snider adheres to all the terms of this agreement

2 **Terms and conditions of the disciplinary period** The terms and conditions of the disciplinary period are as follows

a Snider shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business Snider shall notify the MREC in writing within ten (10) days of any change in this information

b Snider shall timely renew her real estate license(s) timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her license(s) in a current and active status During the disciplinary period Snider shall not place her real estate license(s) on inactive status as would otherwise be

allowed under 20 CSR 2250 4 050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Snider may surrender her real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250 8 155. If Snider applies for a real estate license after surrender, Snider shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision wholly or partially on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

c. Snider shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

d. Snider shall immediately submit documents showing compliance with the requirements of this settlement agreement to the MREC when requested by the MREC or its designee.

e. During the probationary period, Snider shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this settlement agreement.

f. Snider shall comply with all relevant provisions of Chapter 339 RSMo, as amended, all rules and regulations duly promulgated thereunder, all local

state and federal laws State as used herein includes the State of Missouri and all other states and territories of the United States

g Snider s license shall remain affiliated with Reece and Nichols Realtors Inc Should Snider terminate her affiliation with Reece and Nichols Realtors Inc Snider shall be prohibited from affiliating with any other licensee without prior approval from the MREC

3 Upon the expiration of the disciplinary period the license of Snider shall be fully restored if all requirements of law have been satisfied provided however that in the event the MREC determines that Snider has violated any term or condition of this Settlement Agreement the MREC may in its discretion after an evidentiary hearing vacate and set aside the discipline imposed herein and may suspend revoke or otherwise lawfully discipline Snider s license

4 No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536 RSMo

5 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Snider of Chapter 339 RSMo as amended, or the regulations promulgated thereunder or of the terms and conditions of this Settlement Agreement

6 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered

7 If any alleged violation of this Settlement Agreement occurred during the disciplinary period the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and if so may impose further disciplinary action Snider agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred

8 Each party agrees to pay all their own fees and expenses incurred as a result of this case its litigation and/or its settlement

9 The terms of this Settlement Agreement are contractual legally enforceable and binding not merely recital Except as otherwise contained herein neither this Settlement Agreement nor any of its provisions may be changed waived discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of the change waiver discharge or termination is sought

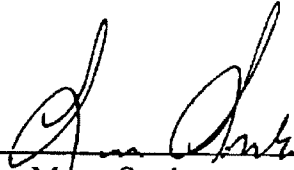
10 The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339 610 and 324 RSMo as amended

11 Snider together with her partners heirs assigns, agents employees representatives and attorneys does hereby waive release acquit and forever discharge the MREC its respective members employees agents and attorneys including former members employees agents and attorneys of or from any liability claim actions causes of action fees costs expenses and compensation including but not limited to any claim for attorney's fees and expenses whether or not now known or contemplated including but not limited to any claims pursuant to § 536.087 RSMo (as amended) or any claim arising under 42 U.S.C. § 1983 which now or in the future may be based upon arise out of or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12 Snider understands that she may either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Snider's license. If Snider desires the Administrative Hearing Commission to review this Settlement Agreement, Snider may submit her request to Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

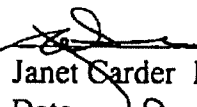
13 If Snider requests review this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Snider s license If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline then the MREC may proceed to seek discipline against Snider as allowed by law If Snider does not request review by the Administrative Hearing Commission the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC

LICENSEE




Lisa Marie Snider Date 09-16-12

MISSOURI REAL ESTATE
COMMISSION



Janet Carder Executive Director
Date 9-20-12

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